

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

DANIEL P. KANAAN,

Plaintiff,

v

Case No. [2:12-cv-11680](#)

Honorable Gershwin A. Drain

**MICHAEL A. FALSETTI, KRISTIN  
JOHNSON, KEITH STONE, JONATHAN  
SIRKEN, NATHAN ZAUTCKE, ADAM  
WIENER, DOMINIC FALSETTI,  
ADVANCED COMMUNICATIONS, INC.  
a Michigan corporation, M&D AUTO, LLC,  
a Michigan limited liability company,  
FKS PROPERTIES, LLC, a Michigan  
limited liability company, FALKAN  
ENTERPRISES, LLC, a Michigan  
limited liability company; and UNNAMED  
COCONSPIRATORS JOHN and JANE  
DOES 1 through 100, jointly and individually,**

JUDGMENT

Defendants.

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## **JUDGMENT**

**WHEREAS**, on or about April 15, 2013, the parties to this matter entered into a settlement agreement April 15, 2013 resolving all issues (the “Settlement Agreement”) a copy of which was attached as Exhibit A to Docket No. 78, pages 6-28, filed May 1, 2014.

**WHEREAS**, the Settlement Agreement contained an indemnification provision requiring Defendant Michael Falsetti (“Falsetti”) to indemnify Plaintiff Daniel Kanaan (“Kanaan”) for any and all unpaid federal, state and local tax liabilities of M&D, Auto, LLC FKS, LLC and/or Falkan, LLC of any type and or nature, including income, Michigan Business Tax, Single Business Tax, sales, use, and/or employment tax liabilities. Moreover, the Settlement Agreement provides that “[i]n the event any taxing authority proposes the assessment or makes the assessment of any tax corporate liability of M&D, FKS and/or Falkan against Kanaan, [Falsetti], his successors and assigns will indemnify and hold harmless Kanaan his heirs, successors, estate, agents, representatives, and assigns from and against any and all such claims, liabilities, losses, costs or expenses, including but not limited to reasonable attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, related to or arising in any manner whatsoever to the unpaid tax liabilities of M&D, FKS and/or Falkan. Kanaan may, in his sole discretion, engage at the expense of [Falsetti], separate counsel in connection with any proposed or actual assessment of tax to which this indemnification may relate.”

**WHEREAS**, the Settlement Agreement further provides that Kanaan is entitled to judgment against Falsetti in the event of a default which was not cured within ten (10) business days.

**WHEREAS**, Kanaan has made repeated demands for payment of his legal fees under the indemnification provisions of the Settlement Agreement as evidenced by the Affidavit of Lynn M. Brimer which was attached as Exhibit B, to Docket No. 78, pages 29-45, filed May 1, 2014.

**WHEREAS**, on April 11, 2014, Kanaan forwarded demand for payment of his legal fees in the amount of \$10,035.50 to Falsetti.

**WHEREAS**, pursuant to the Affidavit of Lynn M. Brimer, Falsetti has failed to pay Kanaan's legal fees and more than 10 business days have passed since demand for payment was made on April 11, 2014.

**WHEREAS**, pursuant to the Settlement Agreement, Falsetti waived all rights to appeal the entry of a judgment in the event of a default under the indemnification provisions of the Settlement Agreement,

**THIS COURT** finding that it is a court of competent jurisdiction and that there is good cause for the entry of this judgment:

**NOW THEREFORE**,

**IT IS HEREBY ORDERED AND ADJUDGED** that judgment be and hereby is entered in favor of Plaintiff Daniel Kanaan and against Defendant Michael Falsetti in the amount of \$10,035.50, plus interest from the date hereof until paid in full plus all continuing legal fees and costs incurred by Plaintiff as set forth in the Settlement Agreement or incurred in the collection of this Judgment.

**IT IS FURTHER ORDERED** that this Order is of immediate force and effect.

Dated: May 12, 2014

/s/Gershwin A Drain  
GERSHWIN A. DRAIN  
US DISTRICT COURT JUDGE